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SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD

ATTORNEYS AT LAW

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

November 4, 2009

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S W
Washington, D.C. 20423-0001

Re: Trinity Rail Leasing VII

Dear Ms. Quinlan

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption Agreement, dated as of November 5, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document assigns the leases covering the 1919 railcars identified in the Bill of Sale being filed with the Board under Recordation Number 28074-A.

The names and addresses of the parties to the enclosed document are:

Assignee: Trinity Rail Leasing VII LLC
2525 Stemmons Freeway
Dallas, Texas 75207

Assignor: Trinity Industries Leasing Company
2525 Stemmons Freeway
Dallas, Texas 75207

A description of the railroad equipment covered by the enclosed document
is:

Leases covering 1,919 railcars within the following series as more
particularly set forth in the attachment to the document:

AMTK 71203 - AMTK 71299 (not inclusive)
CHTT 721280 - CHTT 721519
DME 521004 - DME 521085 (not inclusive)
DMIX 190224 - DMIX 190707 (not inclusive)
TILX 3141 - TILX 3208 (not inclusive)
TILX 32100 - TILX 32199
TILX 50381 - TILX 50495
TILX 54990 - TILX 55089
TILX 56194
TILX 56196
TILX 56349
TILX 56475 - TILX 56549 (not inclusive)
TILX 100972 - TILX 100991
TILX 110410 - TILX 110421
TILX 135520 - TILX 135619
TILX 193076 - TILX 193115
TILX 197255 - TILX 197304
TILX 199983 - TILX 199998
TILX 200090 - TILX 200149 (not inclusive)
TILX 201293
TILX 201295
TILX 253597 - TILX 253616 (not inclusive)
TILX 262481
TILX 262500
TILX 262503
TILX 262515
TILX 262776 - TILX 262777
TILX 262979
TILX 262981
TILX 263039 - TILX 263078
TILX 263085 - TILX 263089 (not inclusive)
TILX 263179 - TILX 263181
TILX 421407 - TILX 421430
TILX 521081
TILX 620002 - TILX 620132 (not inclusive)
TILX 638606 - TILX 638647 (not inclusive)
TILX 638841 - TILX 639009 (not inclusive)
TILX 639182 - TILX 639268 (not inclusive)

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TILX 640108 - TILX 640501 (not inclusive)
TILX 641385
TILX 641395
TILX 641423
TILX 642264 - TILX 642432 (not inclusive)
TILX 649629 - TILX 649728
TINX 004001 - TINX 004250 (except TINX 004078 and
TINX 004136)

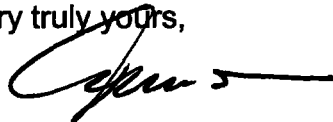
A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', followed by a horizontal line.

Robert W. Alvord

RWA/sem
Enclosures

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ASSIGNMENT AND ASSUMPTION

SURFACE TRANSPORTATION BOARD

TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation (the "Assignor"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, hereby transfers, assigns and otherwise conveys and grants to TRINITY RAIL LEASING VII LLC, a Delaware limited liability company (the "LLC"), and the LLC hereby acquires and assumes from the Assignor, all of the Assignor's right, title and interest in and to the Leases set forth on Schedule I hereto (the "Leases"), any and all income and proceeds thereof and any and all obligations of the Assignor thereunder arising on and after the date hereof. This assignment and assumption is made under the Purchase and Contribution Agreement, dated as of November 5, 2009, by and among the Assignor, Trinity Rail Leasing Warehouse Trust and the LLC (the "Agreement").

The Assignor hereby warrants to the LLC and its successors and assigns that at the time of assignment of the Leases, the Assignor has legal and beneficial title thereto and good and lawful right to assign such Leases free and clear of all Liens (other than subleases of the Leases as expressly permitted by the Agreement and other than Permitted Encumbrances), and the Assignor covenants that it will defend forever such title to the Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Encumbrances) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the assignment of the Leases by the Assignor hereunder. Notwithstanding the provisions above and its and the LLC's intent that the Assignor transfer, assign and otherwise convey and grant to the LLC all right, title and interest of the Assignor in the Leases, as a precaution only, in the event of any challenge to this Assignment as being in the nature of an absolute assignment rather than a financing, the Assignor hereby also grants the LLC a security interest in the Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Agreement provide that this Assignment is other than a transfer, assignment and otherwise conveyance and grant to the LLC of all right, title and interest of the Assignor in the Leases.

The LLC hereby assumes, and agrees it is unconditionally bound in respect of, as of the Closing Date, all duties and obligations of the Assignor under the Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in Appendix A to the Indenture, dated as of November 5, 2009, by and between the Buyer and Wilmington Trust Company.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 and Section 5-1402 of the New York General Obligations Law but otherwise without regard to conflict of laws principles.

This Assignment and Assumption shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as permitted by and in accordance with the terms hereof. Except as expressly provided herein or in

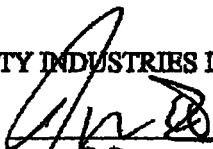
the other Operative Agreements, no party hereto may assign their interests herein without the consent of the parties hereto.

The Assignor will duly execute and deliver to the LLC such further documents and assurances and take such further action as the LLC may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and purpose of this Assignment and Assumption and to establish and protect the rights and remedies created or intended to be created in favor of the LLC hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

* * *

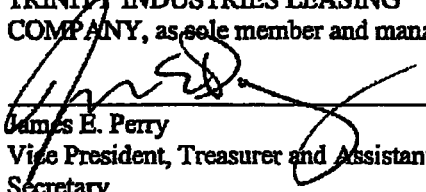
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be
duly executed on the 5 day of November, 2009.

TRINITY INDUSTRIES LEASING COMPANY

By: 
Name: James E. Perry
Title: Vice President, Treasurer and Assistant
Secretary

TRINITY RAIL LEASING VII LLC.

By: TRINITY INDUSTRIES LEASING
COMPANY, as sole member and manager

By: 
Name: James E. Perry
Title: Vice President, Treasurer and Assistant
Secretary

SCHEDULE 1

1. Two hundred ten (210) units identified with marks DMIX 190224, DMIX 190228, DMIX 190230, DMIX 190266, DMIX 190268, DMIX 190272 – 190273, DMIX 190275 – 190280, DMIX 190283 – 190284, DMIX 190287, DMIX 190299, DMIX 190307, DMIX 190309 – 190310, DMIX 190312, DMIX 190315, DMIX 190321, DMIX 190332, DMIX 190334 – 190335, DMIX 190337 – 190342, DMIX 190344 – 190389, DMIX 190392, DMIX 190408, DMIX 190416, DMIX 190420, DMIX 190422, DMIX 190424, DMIX 190426, DMIX 190430 – 190440, DMIX 190442 – 190443, DMIX 190445 – 190446, DMIX 190449 – 190450, DMIX 190452, DMIX 190454 – 190456, DMIX 190458 – 190459, DMIX 190461 – 190462, DMIX 190466, DMIX 190472, DMIX 190472, DMIX 190477, DMIX 190479, DMIX 190483, DMIX 190498 – 190501, DMIX 190503 – 190553, DMIX 190555 – 190576, DMIX 190578 – 190584, DMIX 190593, DMIX 190614, DMIX 190651, DMIX 190672, DMIX 190683, DMIX 190694 – 190695, DMIX 190700, DMIX 190706 – 190707 leased pursuant Schedule 809 to that certain Railroad Car Net Lease Agreement dated November 30, 1993 between Trinity Industries Leasing Company and ADM Transportation Company.
2. One hundred (100) units identified with marks TILX 54990 -55089 leased pursuant to Rider Eighteen (18) to that certain Railroad Car Lease Agreement dated April 2, 1992 between Trinity Industries Leasing Company and AG Processing.
3. One hundred fifteen (115) units identified with marks TILX 50381 – 50495 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement dated August 3, 2008 between Trinity Industries Leasing Company and Alabama Power Company.
4. Sixty-seven (67) units identified with marks AMTK 71203 – 71204, AMTK 71207 – 71209, AMTK 71211, AMTK 71213, AMTK 71216 – 71218, AMTK 71220 – 71222, AMTK 71225, AMTK 71228 – 71229, AMTK 71231 – 71235, AMTK 71238, AMTK 71240 – 71249, AMTK 71253 – 71256, AMTK 71258 – 71260, AMTK 71262 – 71263, AMTK 71267, AMTK 71270, AMTK 71272 – 71278, AMTK 71280 – 71284, AMTK 71286 – 71290, and AMTK 71293 – 71299 leased pursuant to Rider Number T-1 to that certain Lease of Railroad Equipment dated December 5, 2001 between Trinity Industries Leasing Company and (Amtrak) National Railroad Passenger Corporation.
5. Three (3) units identified with marks TILX 263085, TILX 263087, and TILX 263089 leased pursuant to Rider Four (4) to that certain Railroad Car Lease Agreement dated March 24, 2008 between Trinity Industries Leasing Company and Baker Petrolite Corporation.
6. Two (2) units identified with marks TILX 201293 and TILX 201295 leased pursuant to Rider Five (5) to that certain Railroad Car Lease Agreement dated March 24, 2008 between Trinity Industries Leasing Company and Baker Petrolite Corporation.
7. Three (3) units identified with marks TILX 263179 – 263181 leased pursuant to Rider Four (4) to that certain Railroad Car Lease Agreement dated January 16, 2006 between Trinity Industries Leasing Company and Bruce Foods Corporation.

8. Fifteen (15) units identified with marks TILX 56512 – 56526 leased pursuant to Rider Seventy-nine (79) to that certain Railroad Car Lease Agreement dated May 17, 1979 between Trinity Industries Leasing Company and Cargill Inc,
9. Five (5) units identified with marks TILX 253597, TILX 253600, TILX 253604, TILX 253614, TILX 253616 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated October 10, 2008 between Trinity Industries Leasing Company and Chemol Company, Inc.
10. Two (2) units identified with marks TILX 56475 – 56476 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated August 12, 2008 between Trinity Industries Leasing Company and Crowfoot Supply Company, LLC.
11. Four (4) units identified with marks TILX 56546 – 57549 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated August 12, 2008 between Trinity Industries Leasing Company and Crowfoot Supply Company, LLC.
12. One (1) unit identified with the mark TILX 56349 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated August 4, 2008 between Trinity Industries Leasing Company and Dakota Specialty Milling, Inc.
13. One (1) unit identified with the mark TILX 56531 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated August 4, 2008 between Trinity Industries Leasing Company and Dakota Specialty Milling, Inc.
14. Seventy-seven (77) units identified with marks TILX 521004 – 521033, TILX 521035 – 521036, TILX 521039 – 521070, TILX 521072, and TILX 521074 – 521085 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement dated November 14, 2007 between Trinity Industries Leasing Company and Dakota, Minnesota & Eastern Railroad Corporation.
15. Twenty (20) units identified with mark TILX 200128 – 200147 leased pursuant Rider Three (3) to that certain Railroad Car Lease Agreement dated May 16, 1991 between Trinity Industries Leasing Company and EKA Chemicals Inc.
16. Two (2) units identified with marks TILX 262776 – 262777 leased pursuant to Rider Six (6) to that certain Railroad Car Lease Agreement dated January 12, 2006 between Trinity Industries Leasing Company and Evonik Goldschmidt Corporation.
17. Thirteen (13) units identified with marks TILX 620002, TILX 620015, TILX 620041, TILX 620055, TILX 620069, TILX 620072, TILX 620073, TILX 620083, TILX 620085, TILX 620108, TILX 620116, TILX 620120, TILX 620132 leased pursuant to Rider Seven (7) to that certain Railroad Car Lease Agreement dated April 24, 1997 between Trinity Industries Leasing Company and Formosa Plastics Corporation, USA.
18. One hundred (100) units identified with marks TILX 32100 – 32199 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated June 21, 2006 between Trinity Industries Leasing Company and Hexion Specialty Chemicals, Inc.

19. Twelve (12) units identified with marks TILX 110410 – 110421 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated June 26, 2008 between Trinity Industries Leasing Company and I.C.E. Service Group, Inc.
20. Twenty-nine (29) units identified with marks TILX 770 – 775 and TILX 777 – 799 leased pursuant to Rider Eight (8) to that certain Railroad Car Lease Agreement dated August 1, 1995 between Trinity Industries Leasing Company and Indspec Chemical Corporation.
21. Fourteen (14) units identified with marks TILX 56527 – 56530 and TILX 56532 – 56541 leased pursuant to Rider Seven (7) to that certain Railroad Car Lease Agreement dated August 30, 1993 between Trinity Industries Leasing Company and Italgrani Elevator Company.
22. Twenty (20) units identified with marks TILX 193076 – 193095 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated November 16, 2005 between Trinity Industries Leasing Company and Jacobson Trading, LLC.
23. Twenty (20) units identified with marks TILX 193096 – 193115 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement dated November 16, 2005 between Trinity Industries Leasing Company and Jacobson Trading, LLC.
24. Ninety-nine (99) units identified with marks TILX 135520 – 135556 and TILX 135558 – 135619 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement dated June 28, 2002 between Trinity Industries Leasing Company and J.R. Simplot Company.
25. Two hundred forty-eight (248) units identified with marks TILX 4001 – 4077, TILX 4079 – 4135 and TILX 4137 – 4250 leased pursuant to Rider Five (5) to that certain Railroad Car Lease Agreement dated June 26, 1998 between Trinity Industries Leasing Company and Kansas City Southern de Mexico, S.A. de C.V.
26. Two (2) units identified with marks TILX 56194 and TILX 56196 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated October 18, 2008 between Trinity Industries Leasing Company and Landstar Global Logistics, Inc.
27. Forty-two (42) units identified with marks TILX 263039 - 263078, 262979 and 262981 leased pursuant to Rider Eight (8) to that certain Railroad Car Lease Agreement dated March 01, 2002 between Trinity Industries Leasing Company and Marathon Petroleum Company LLC.
28. Twenty (20) units identified with marks TILX 100972 - 100991 leased pursuant to Rider Seven (7) to that certain Railroad Car Lease Agreement dated September 1, 1992 between Trinity Industries Leasing Company and Marsulex, Inc.
29. Four (4) units identified with marks TILX 262481, TILX 262500, TILX 262503, and TILX 262515 leased pursuant to Rider Four (4) to that certain Railroad Car Lease Agreement dated May 31, 2007 between Trinity Industries Leasing Company and Martin Resource Management Corporation.
30. Eleven (11) units identified with marks TILX 3141, TILX 3160, TILX 3189, TILX 3192, TILX 3193, TILX 3196, TILX 3201, TILX 3202, TILX 3204, TILX 3206, and TILX 3208

leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated August 14, 2003 between Trinity Industries Leasing Company and MHF Logistical Solutions.

31. Four (4) units identified with marks TILX 56542 - 56545 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated January 21, 2009 between Trinity Industries Leasing Company and Moraine Partners LLC.

32. Ninety-two (92) units identified with marks TILX 638606, TILX 63618, TILX 638320 - 638624, TILX 638630, TILX 638632, TILX 638634, TILX 638643 - 638644, TILX 638647, TILX 638841, TILX 638845 - 638847, TILX 638854, TILX 638865, TILX 638867, TILX 638886, TILX 638999, TILX 639001, TILX 639002, TILX 639005, TILX 639007, TILX 639009, TILX 639182, TILX 639184, TILX 639190, TILX 639192, TILX 639193, TILX 639196, TILX 639199 - 639201, TILX 639212, TILX 639213, TILX 639215, TILX 639216, TILX 639220, TILX 639221, TILX 639224, TILX 639225, TILX 639227, TILX 639228, TILX 639232, TILX 639235, TILX 639237, TILX 639239, TILX 639241, TILX 639244, TILX 639245, TILX 639249, TILX 639254, TILX 639256 - 639258, TILX 639261, TILX 639262, TILX 639268, TILX 640108, TILX 640186, TILX 640258, TILX 640268, TILX 640270, TILX 640271, TILX 640278, TILX 640281, TILX 640294, TILX 640377, TILX 640382, TILX 640418, TILX 640419, TILX 640422, TILX 640426, TILX 640428, TILX 640431, TILX 640441, TILX 640442, TILX 640452, TILX 640455, TILX 640456, TILX 640460, TILX 640461, TILX 640463, TILX 640484, TILX 640488, TILX 640489, TILX 640501, TILX 641385, TILX 641395 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated October 12, 2006 between Trinity Industries Leasing Company and Pioneer Trail Energy, LLC.

33. Twenty-nine (29) units identified with marks TILX 200090 - 200095, TILX 200097 - 200100, TILX 200102 - 200106, TILX 200108, TILX 200110 - 200112, TILX 200114 - 200116, TILX 200118 - 200121, TILX 200125, TILX 200127, and TILX 200149 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated August 3, 1995 between Trinity Industries Leasing Company and PCS Nitrogen Fertilizer, L.P.

34. Fifty (50) units identified with marks TILX 197255 - 197304 leased pursuant to Rider Seventeen (17) to that certain Railroad Car Lease Agreement dated April 25, 2001 between Trinity Industries Leasing Company and RPMG, Inc.

35. Sixteen (16) units identified with marks TILX 199983 - 199998 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated March 28, 2005 between Trinity Industries Leasing Company and Solutia Inc.

36. One hundred (100) units identified with marks TILX 649629 - 649728 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated January 18, 2008 between Trinity Industries Leasing Company and Tharaldson Ethanol Plant I, LLC.

37. Twenty-four (24) units identified with marks TILX 421407 - 421430 leased pursuant to Rider Twelve (12) to that certain Railroad Car Net Lease Agreement dated February 28, 2003 between Trinity Industries Leasing Company and TUCO Inc.

38. Two hundred forty (240) units identified with marks CHTT 721280 – 721519 leased pursuant to Rider Six (6) to that certain Railroad Car Lease Agreement dated November 24, 1997 between Trinity Industries Leasing Company and Union Pacific Railroad Company.

39. One hundred three (103) units identified with marks TILX 641423, TILX 642264, TILX 642274 – 642276, TILX 642278, TILX 642289, TILX 642291 – 642294, TILX 642296, TILX 642298 – 642303, TILX 642306 – 642307, TILX 642309 – 642310, TILX 642312, TILX 642315 – 642325, TILX 642327 – 642338, TILX 642340 – 642345, TILX 642348 – 642350, TILX 642352, TILX 642357 – 642359, TILX 642361, TILX 642363 – 642364, TILX 642368 – 642369, TILX 642371 – 642374, TILX 642376, TILX 642380 – 642382, TILX 642384 – 642389, TILX 642391 – 642393, TILX 642400, TILX 642407, TILX 642409, TILX 642411 – 642413, TILX 642416, TILX 642418 – 642432 leased pursuant to Rider Fourteen (14) to that certain Railroad Car Lease Agreement dated October 16, 2002 between Trinity Industries Leasing Company and Valero Marketing and Supply Company.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 11/15/09



Robert W Alvord